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IREDA**

Dated: 23.07.2025

NOTICE FOR INVITING BIDS

Sub: Invitation of Proposals for Empanelment of Lender's Independent Engineers (LIE) for monitoring of IREDA funded Renewable Energy Projects

Indian Renewable Energy Development Agency Limited (IREDA), a "Navratna Company" Government of India Enterprise under the administrative control of Ministry of New and Renewable Energy (MNRE), invites online bids for **Empanelment of Lender's Independent Engineers (LIE) for monitoring of IREDA funded Renewable Energy Projects** for the following Renewable Energy technologies:

- I. Green hydrogen and derivatives production projects*
- II. Electrolyser manufacturing projects*

The bidder can apply for any combination of technology and category, subject to the Bidder meeting the minimum eligibility criteria for that technology as described in this document.

IREDA Ltd. intends to invite Applications from the reputed firms for Empanelment of Lender's Independent Engineers for monitoring of IREDA funded Renewable Energy Projects desirous of empanelling with IREDA Ltd., as LIE may submit Applications in the attached format.

The empanelment of LIE shall be done on the basis of fulfilling and accepting the Bid Submission Letter as mentioned in Annexure 1 along with all other Annexures in this notice.

If you are fulfilling the empanelment criteria and accepting the Scope of Services, Fee Structure, Terms and Conditions and submitting other details as per annexures attached, you are requested to submit your Application to IREDA Ltd. in the sealed envelope subscribed as '**Application for Empanelment of Lender's Independent Engineers (LIE) for monitoring of IREDA funded Renewable Energy Projects**' to the undersigned at the address as mentioned below within 21 days from the date of this letter.

Further, empanelment does not give rights to the Applicants for being appointed as LIE. IREDA reserves the right for appointment of LIE at its sole discretion from the empanelled list of LIEs for a particular project for providing services as per given scope of services.

IREDA Ltd. shall have the right to accept/ reject any of the Application(s) without assigning any reason whatsoever it may be.

Thanking you,
Yours faithfully,

for INDIAN RENEWABLE ENERGY DEVELOPMENT AGENCY LIMITED

(Vikram Singh Yadav)

Additional General Manager (Finance & Accounts)

Indian Renewable Energy Development Agency Limited

IREDA Business Centre, NBCC Office Complex, Office Block No. II,

Plate B, 7th Floor, East Kidwai Nagar, New Delhi-110023

Mobile No. 9871692936

e-mail: vsyadav@ireda.in

Postal Address:

(Vikram Singh Yadav)

Additional General Manager (Finance & Accounts)

Indian Renewable Energy Development Agency Limited

3rd Floor, August Kranti Bhawan, Bhikaji Cama Place, New Delhi – 11 00 66

Phone: + 91 11 26717400 -12

Note: Expression of interest" (EOI), to be submitted in sealed envelope with a heading, " EoI Document, to be opened by authorised official only". EOI received after the expiry date, if any, may be considered for the subsequent LIE empanelment; with discretion of IREDA

Bid Submission Letter*(Signed and scanned copy of document to be furnished by the bidder)*

To,

Mr. Vikram Singh Yadav

Additional General Manager (Finance & Accounts)

Indian Renewable Energy Development Agency Limited

IREDA Business Centre, NBCC Office Complex, Office Block No. II,

Plate B, 7th Floor, East Kidwai Nagar, New Delhi-110023

Mobile No. 9871692936 e-mail: vsyadav@ireda.in

Postal Address:

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3rd Floor, August Kranti Bhawan, Bhikaji Cama Place, New Delhi – 11 00 66

Phone: + 91 11 26717400 -12

Sub: Application for Empanelment of Lenders' Independent Engineer (LIE) - Ref No. xxxxxxxxxx

Sir,

a) Bidder's Information

Details of the Bidder			
1.	Name of the Bidder (Lead)		
2.	Technology & Category Applied (please put Tick mark)	Technology/Category	
		1. Green Hydrogen and derivatives production	
		2. Electrolyser manufacturing	
3.	Full Address of the Bidder along with email, mobile contact number		
4.	Name of the authorized person, contact details, email id, phone etc.		
5.	Contact details of organisation's Head (MD/CEO) like email id, phone etc.		
6.	Status of the Company (Public Ltd/ Pvt. Ltd/LLP/LLC)		
7.	Details of Incorporation of the Company/Commencement of Business	Date:	
		Copy of First year operational audited balance sheet	
8.	Valid GST (Goods & Service tax) registration no.		
9.	Permanent Account Number (PAN)		
10.	Name & Designation of the contact person to whom all references shall be made regarding this bid		
11.	Telephone No. (with STD Code), mobile number		
12.	E-Mail of the contact person:		
13.	Fax No. (with STD Code)		
14.	Website		

Eligibility Criteria and scope of work for empanelment of LIEs for

- 1. Green hydrogen and derivatives production projects**
- 2. Electrolyser manufacturing projects**

Bidders, who propose to bid for empanelment as LIE with IREDA, will need to meet the below mentioned criterion for each category, on their own merit.

I. Pre-requisite

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the Bid document. The Bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation.

II. Pre-bid alliance

1. Eligible bidders may bid on independent basis, if they meet all criteria at A-1 & A-2 on their own.
2. Consortium of one Lead Partner and one or more specific Technology Support Partners is allowed. The consortium arrangement has to be formalized at pre-bid stage. Post-empanelment, sub-contracting of the assigned work will not be allowed in any case and will be liable for cancellation of empanelment.
3. One Lead Partner shall have only one Technology Support Partner for one technology. However, one lead partner will be allowed to have the same technology partner for different technologies.
4. One Technology Support Partner will not bid in alliance with more than one Lead Partner, with the sole exception of Central/ State/Public Sector /Government Bodies/agencies, subject to their qualifying the technology specific criteria.
5. In the event of alliance-bid, the Minimum Eligibility Criteria {Table A1 & A2 } shall be exclusively applicable to the Lead Partner only. The Minimum eligibility criterion as listed in A1 & A2 are to be met by the lead partner in totality.
6. The Pre-bid alliance once submitted shall be permanent, until the tenure of empanelment. In the event of withdrawal of a Technology Support Partner for any reason, the particular alliance shall be considered as void and empanelment shall be automatically cancelled unless accepted by IREDA otherwise.

III. Eligibility Criteria

Bidders, who propose to bid on single basis (i.e. without pre-bid alliance with any technology support partner) shall be required to meet both criteria at A-1 & A-2, on their own merit.

Scanned copies of supporting documents mentioned below, duly signed by the authorised person, shall be submitted.

A1: General Qualifying Criteria

Table: A1 (General)

General Qualifying Criteria for Bidder (refer Form-1)		
	Criteria	Document to be submitted
1.	Profitable (Net Profit), as per audited balance sheet for last 3 financial year	<i>Copy of Audited Annual Accounts. (income statement)</i>
2.	The Firm/Company operational after Legal incorporation in India for minimum of 7 years as on 31/03/2025	<i>Certificate of incorporation/ Commencement of Business and copies of work orders issued Also attach a copy of first year operations of audited balance sheet</i>
3.	GST Registration	<i>GST Number to be provided</i>

A2. Category Specific Qualifying Criteria

Table: A2 (Green Hydrogen and derivatives production)

Category Specific Qualifying Criteria for Bidder (refer Form-1)		
	Criteria	Document to be submitted
1.	Average annual financial turnover for last 3 financial years, as per audited balance sheet is not less than Rs. 10 Crore	<i>Copy of Audited Annual Accounts. (income statements and balance sheets)</i>
2.	Minimum Annual net worth in the last 3 financial years, as per audited balance sheet, not less than Rs. 5 Crore	<i>-same as above-</i>
3.	At least 15 Full Time Employees from technical field (with at least bachelor's degree in engineering/technology) with minimum 2 years' experience in renewable energy domain, on its rolls	<i>Details need to be submitted as mentioned in Form 1 along with a copy of recent Group PF / PPF /ESI statement being filed by the bidder with government, as supporting document.</i>
4.	Experience of consulting / construction monitoring / Lender's Engineer, in Renewable Energy Projects and has completed at least 5 assignments as LIE/ EPC/ Project Consultant in renewable energy out of which at least 1 assignment should be in green hydrogen & derivatives production, in past 3 years; for a value of at least ₹ 10 lakhs each	<i>Copy of Award Letter, Completion report /certificate for each assignment, as applicable</i>

Table: A2 (Experience involving Electrolyser manufacturing)

Category Specific Qualifying Criteria for Bidder (refer Form-1)		
	Criteria	Document to be submitted
1.	Average annual financial turnover for last 3 financial years, as per audited balance sheet is not less than Rs. 10 Crore	<i>Copy of Audited Annual Accounts. (income statements and balance sheets)</i>
2.	Minimum Annual net worth in the last 3 financial years, as per audited balance sheet, not less than Rs. 5 Crore	<i>-same as above-</i>
3.	At least 15 Full Time Employees from technical field (with at least bachelor's degree in engineering/technology) with minimum 2 years' experience in renewable energy domain, on its rolls	<i>Details need to be submitted as mentioned in Form 1 along with a copy of recent Group PF / PPF /ESI statement being filed by the bidder with government, as supporting document.</i>
4.	Experience of consulting / construction monitoring / Lender's Engineer, in Renewable Energy Projects and has completed at least 5 assignments as LIE/ EPC/ Project Consultant in renewable energy out of which at least 1 assignment should be in green Electrolyser manufacturing or capital good manufacturing, in past 3 years; for a value of at least ₹ 10 lakhs	<i>Copy of Award Letter, Completion report /certificate for each assignment, as applicable</i>

Documentary proof for the above shall be submitted as scanned documents, as indicated in the tables above

Broad Scope of Work
Terms of Reference(For Green Hydrogen & Derivative production projects)

Technical Due Diligence(Onetime)

- Review of Detailed Project Report prepared and submitted by borrower.
- Assessment of suitability and availability of infrastructure available for the activity of the project
- Review of availability of water of requisite quality
- Review of availability of renewable electricity/biomass/MSW etc. as applicable
- Review of storage/ compression requirements
- Requirement of quality inputs (e.g. required purity/pressure of hydrogen/nitrogen etc.)
- Assessment of water, steam, and air including quality, and quantity parameter
- Assessment of the various technologies being used in the project (e.g. ammonia production technology etc.)
- Site Assessment (Location Suitability & Accessibility, Water Availability, Construction Power, Site Topography & Terrain, Soil & Proposed Foundation Design, Environment & Social Impact etc.)
- Review of Project Cost Estimates
 - Contract Value (commensurate with the scope of work)
 - Identify major equipment not covered in the EPC contract and cost impact, if any.
 - Site Development and Civil Works
 - Land cost
 - Contingency, preliminary and pre-operative expenses
 - Overall project cost
 - Any other cost
- Review of Design and Planning of the Project
- Review of Project Implementation Capabilities of various Contractors (EPC/Civil/E&M/etc.)
- Review of Construction Schedule
 - Periodical monitoring/Review of the actual construction activities in the field
 - Evaluation of project schedule and potential for delays, damages or force majeure provisions
 - Remedial measures proposed for making up the shortfalls
- Review of Land Acquisition Status
 - The LIE shall review the status of land acquisition, sufficiency of land acquired/to be acquired by the Borrower/Contractor/Land Aggregator/etc.
 - Disbursement Certificate - LIE shall confirm that land for the above-mentioned project, in proportion to the disbursement requested, is in possession, with unrestricted access, of the Borrower /EPC Contractor / Developer/aggregator. Borrower to submit documentary evidence to LIE in this connection

- Review of Approvals/ Clearances and Permits and Licenses

The LIE shall review the Clearance, Approvals, Permits and Licenses related to the Project already obtained/to be obtained. LIE will identify remaining statutory/ non-statutory clearance/ approvals/ permits required to be obtained for successful implementation and operation of the project.

- Review of Offtake Arrangement
 - The Lenders' Independent Engineer shall assess the adequacy of proposed offtake arrangement w.r.t. agreements executed/ planned for execution.
 - LIE shall also review the agreement & other documents (including review of clauses of EPC contracts relevant to the operational phase) relating to the project and provide an opinion on the same.
- End product transportation (Green hydrogen or derivative) Arrangement

- Review of Contract Documents

The LIE shall review and identify any major issues that exist in the following project documents:

- Supply, Erection Agreement including agreement for development, supply, construction and installation and commissioning
- Operation and Maintenance Agreement (as and when executed) - Contractor's scope of supply; reasonableness of projected O&M costs, both routine and non-routine; Terms and conditions with regards to performance guarantees, force majeure, potential liabilities arising thereon.
- Shared Services Agreement (if any)

LIE shall review the above contracts with specific emphasis on:

- Terms and conditions (including terms and conditions of performance guarantees like power curve, average availability guarantee, reactive power consumption etc., force majeure, and potential liabilities arising thereon)
- Provisions for liquidated damages for delay and non-performance of guaranteed parameters
- Technical provisions associated with Contractor's and Owner's responsibilities
- Limits on total liability and individual liability caps
- Change order procedures
- Evaluation of project schedule and potential for delays, damages or force majeure provisions

Project Implementation Phase (on Quarterly Basis)

- Construction Monitoring
 - Monitor Project activities, actual with respect to Schedule to avoid over run of time & cost, by keeping track on various Project activities as per scope
 - Review of Financial Statements & Fund flow status.
 - Review of Implementation schedule and Time over run and cost overrun details, if any
 - Review of delivery schedules of & delivery of plant and equipment from Equipment supplier/contractors
 - Co-ordination with IREDA Nominee Director, if appointed.
 - Review of status on receipt of various statutory approvals/clearances.

- Review/Monitoring of the Detailed Construction/Scheme/PERT chart for various construction activities and furnish periodical reports to IREDA
- Review of Drawdown Request of Borrowers vis-à-vis Project Progress and Invoicing
- Issue drawdown certificates as per prescribed formats of Loan Agreements and submit compliance status for each condition precedent to first drawdown and subsequent drawdown as per loan agreement.
- Verify the status of completion of various activities carried out/to be carried out based on the contracts awarded to various suppliers/contractors
- Review/Monitoring of design and equipment selection for the project and suggest modifications, taking into consideration of the project appraisal report and field conditions
- Summary of all disbursements made since the last monitoring visit and towards the items it was utilized
- Remarks on site performance and efficiency tests and to certify their compliance with the guaranteed parameters and any comments on the same
- Review of O&M plan, O&M budget and any major overhaul plans

Post Commissioning in form of Project Completion Report, which may include:

- Signed Project Completion Certificate, including details on project commissioning, adequacy of installation of all equipment versus project design, compliance with the regulatory stipulations, permits, licenses etc.
- Further, upon completion of three months of the project, a report on operational performance of the project including summary of generation data, performance guarantee tests
- Review of O&M budget of the project
- Review of TRA Account and Insurance for the project
- Project Performance monitoring report

Broad Scope of Work
Terms of Reference(For Electrolyser Manufacturing)

Technical Due Diligence (Onetime)

- Review of Detailed Project Report prepared and submitted by borrower.
- Review of Market Potential/ Requirements & capability of the borrower to meet market requirements.
- Site Assessment (Location Suitability & Accessibility, Water Availability, Construction Power, review of Site Topography & Terrain, review of Soil & Proposed Foundation Design, review of preliminary Environmental & Social Impact assessment report)
- Review of Project Cost Estimates
 - Contract Value (commensurate with the scope of work)
 - Major equipment.
 - Site Development and Civil Works
 - Land cost
 - Contingency, preliminary and pre-operative expenses
 - Overall project cost
 - Any other cost
- Review of Design and Planning of the Project
- Review of arrangements made w.r.t procurement of raw material for manufacturing process
- Review of Project Implementation Capabilities of various Contractors.
- Review of Construction Schedule
 - Periodical monitoring/Review of the actual construction activities
 - Evaluation of project schedule viz-a-viz the original construction schedule and potential for delays, damages or force majeure provisions
 - Remedial measures proposed for making up for the shortfalls
- Review of Land Acquisition Status
 - The LIE shall review the status of land acquisition, sufficiency of land acquired/to be acquired by the Borrower/Contractor/Land Aggregator/etc.
- Review of Approvals/ Clearances and Permits and Licenses

The LIE shall review the Clearances, Approvals, Permits and Licenses related to the Project already obtained/to be obtained. LIE will identify remaining statutory/ non-statutory clearance/ approvals/ permits required to be obtained for successful implementation and operation of the Project.

- Review of Electricity and water requirements and arrangement thereof
- Review of End-Product Selling Arrangements made (if any)

Project Implementation Phase (on Quarterly Basis)

- Construction Monitoring
 - Monitor Project activities, actual with respect to Schedule to avoid over run of time & cost, by keeping track on various Project activities as per scope
 - Review of Financial Statements & Fund flow status.

- Review of Implementation schedule and Time over run and cost overrun details, if any
- Review of delivery schedules for plant and equipment from Equipment supplier/contractors
- Co-ordination with IREDA Nominee Director/concurrent auditor, if appointed.
- Review of status of receipt of various statutory approvals/clearances.
- Review/Monitoring of the Detailed Construction/Scheme/PERT chart for various construction activities and furnish periodical reports to IREDA
- Review of Drawdown Request of Borrowers vis-à-vis Project Progress and Invoicing
- Review of applicable certificate- IEC/BIS, etc. for the plant and machinery used in manufacturing
- Issue drawdown certificates as per prescribed formats of Loan Agreements and submit compliance status for each condition precedent to first drawdown and subsequent drawdown as per loan agreement.
- Verify the status of completion of various activities carried out/to be carried out based on the contracts awarded to various suppliers/contractors
- Review/Monitoring of design and equipment selection for the project and suggest modifications, taking into consideration of the project appraisal report and field conditions
- Summary of all disbursements made since the last monitoring visit and towards the items it was utilized
- Review of utilization of IREDA disbursement
- Remarks on project performance and efficiency tests, if and as required.
- Review of O&M plan, O&M budget and any major overhaul plans.

Post Commissioning in form of Project Completion Report, which may include:

- Signed Project Completion Certificate, including details on project completion/ commissioning, adequacy of installation of all equipment versus project design, compliance with the regulatory stipulations, permits, licenses etc.
- Further, upon completion of three months of the project, a report on operational performance of the project including summary of production data, performance tests.
- Review of O&M budget of the project
- Review of Insurance for the project
- Project Performance monitoring report

FEE STRUCTURE (In case of appointment as LIE)

(Amount in Rs.)		
S. No.	Description of Technology & Category	Remuneration (Per quarter), per visit -lump sum
1.	Green hydrogen and derivatives production projects	₹ 1,75,000/- + GST
2.	Electrolyser manufacturing projects	

Note:

- **Taxes including Service tax, as applicable.**
- **Outstanding travel is only for one person except in exceptional case, one more one person is allowed, after mutually agreed with LIE and IREDA Limited.**
- IREDA reserves the right to modify the scope of services, if required, based on future requirement. However, in case of major changes in the scope of services, fee shall be paid separately as mutually agreed by IREDA Ltd. and LFA after indicating the due reason for such changes to the borrower.
- The lumpsum professional fee as mentioned above will be paid by IREDA and debited to borrowers account. However, traveling and Boarding & Lodging will be borne by the respective borrower directly.
- The above-mentioned fee shall be applicable for the empanelment validity period.

Methodology shall be followed from for Bills raised / payable to LIE/LFA.

The following methodology/process will enable the borrowers to claim the benefit of GST ITC towards expenses for LIE/LFA and also ensure compliance to Income tax TDS rules.

- All invoices to be issued by LIEs/LFAs must be **“Billed to the respective Borrower**, by incorporating the borrower **GST Number – This will enable** GST credit is reflected in GSTR-2A/2B of the respective borrower.
- The name of IREDA should be specified as **“Paying Authority”** on the invoice, (*i.e. “Paying Authority : IREDA Limited, PAN No. AAACI1384C”*), since IREDA is engaging the LIE/LFA and shall also release the payment to LIE/LFA.
- The LIE/LFA shall submit the original invoice (in duplicate) in aforesaid manner to the **respective project group** for processing of the LIE/LFA bills & Project group will process the bills accordingly.
- The **payment group shall**, after due verification, release the payment to LIE/LFA after deducting applicable income tax TDS on such payments and the debit entries shall be posted in respective borrower's account.
- **Reimbursement of LIE/LFA payments from borrowers - Project group** may forward/provide the duplicate copy of LIE/LFA bill to respective borrower for their records.
- **Loan group shall** intimate the borrower for payment of LIE/LFA bill through incorporation in subsequent period's Demand Note.
- Borrowers may **deduct TDS** on LIE/LFA fees at applicable rates under the **Income Tax Act, 1961**.
- The TDS should be deposited **against IREDA, PAN No. AAACI1384C** by the borrower (as per existing practice)

(Signature of duly authorized person on behalf of the bidder)

(Name & Affix official seal of Signatory)

Broad Terms & Conditions of IREDA

(Signed and scanned copy of document to be furnished by the bidder)

1. Charges/ Fees

The lumpsum professional fee as mentioned above in Annexure – 4, will be paid by IREDA and debited to borrower's account. However, traveling and Boarding & Lodging will be borne by the respective borrower directly.

Note:

- The prices are for complete scope of work. The taxes and duties will be as per actual over and above the quoted price.
- Rates with ceiling shall remain firm and fixed for a period of 3 years. If an assignment is still pending or the duration of empanelment needs to be increased, there will be no escalation of rates, nor shall it be allowed for any pending project until the completion of the work assigned.

2. Terms of Payment

Payment to LIE will be made on a quarterly basis, subject to satisfactory completion of events/ submission of final report/review. The terms of payment of fees shall be on acceptance of all reports including Site Visit Report (per) to the satisfaction of IREDA

The empanelled consultant will raise the invoice for payment on the submission of Technical Due Diligence report/ Construction Monitoring report/ Project monitoring report

3. Visits

- The LIE has to compulsorily to undertake at least 1 site visit during each quarter. If required, IREDA may ask the empanelled LIE to conduct extra site visits, beyond the no. as aforementioned, at mutually agreed terms
- In case of multiple locations, if any; 1 visit shall mean complete site visit of all sub projects/ locations allocated at the time of issue of request.
- The site visit will generally be conducted by the Senior Technical Expert, however if there has to be a change in expert or more no. of personnel are deployed for site visit, it has to be with prior permission of IREDA.
- The working team of LIE for the project shall comprise of two professionals comprising of one Senior and one Junior Technology expert as defined in the bid document. During the assignment of the work, the LIE has to intimate the details of the professional in the team.
- Site monitoring report has to be submitted within 15 days after site visit.

4. Deliverables

The deliverables, after the site visits shall be as below:

1. One-time Due Diligence
 - a. Site visit Report for each site in pre-sanction site visit, verifying
 - i. Statutory approvals/ clearances received as well as expected date of receipt of pending clearances
 - ii. Contractual agreements (including EPC and PPA)
 - iii. Status of site preparation, including but not limited to, availability of approach road, suitability of terrain, transmission network etc.
 - iv. Site adequacy in terms of Land available, energy yield
 - v. Physical progress at site
 - vi. Manpower at site
 - b. Compliance status of Technical and commercial conditions
 - i. Choice and efficacy of project design including machinery chosen
 - ii. Fund flow arrangements
 - iii. Equity infused by the project developer
2. Construction Monitoring Phase
 - (i) Site Inspection report
 - (ii) Construction progress report vis-à-vis material procurement, site work execution & compliances and commissioning status
 - (iii) Progress as per projection submitted by borrower against actual
 - (iv) Utilization of funds and time and cost/time overrun possibilities.
 - (v) Verification of COD (as per requirements of sanction, net metering/gross metering as applicable).
 - (vi) Verification of list of assets (as per format of IREDA if project is completed and COD achieved
3. Post Commissioning of Project Monitoring
 - (i) Quarterly MIS report & site visit report regarding the operations, performance and revenue generation by project

5. Validity

- The empanelment / rates shall be valid for a period of 3 years from the date of empanelment. IREDA may extend the same if required, on mutually agreed terms.
- Assignment once awarded to an empanelled LIE for a project shall ordinarily be continued for upto 1 year from the COD of the respective project, unless otherwise IREDA decides to terminate the same for reasons to be conveyed in writing.

6. Methodology of Award of Work

The work will be awarded on rotational basis, i.e. the party awarded the first work will be approached again when the entire cycle is completed. The work will be awarded on priority starting from the bidder obtaining highest technical marks to the bidder with lowest marks in the particular category during the technical evaluation of bids.

On award of assignment, LIE shall submit to IREDA, within 10 working days of the date of Letter of Award, the names of the team members constituted for working on the project including the names of Senior and Junior Technology Experts for that particular project.

The bidder shall ensure that the team member shall remain same, as per those mentioned in bidder's application for empanelment. In case of any subsequent change in Technology Experts, they should meet the criteria specified in the FORMS of relevant technology of this document.

Approval of the change in team members for work assigned under empanelment for LIE shall be required from IREDA before commencing work on the assignment.

The resume of relevant Technology experts in the team should be submitted in the format as per **Form-2**.

7. LIE eligible for more than one category

The parties who are eligible for more than one category/ technology can also submit their bids separately. For the cyclic award of work, they will be considered separately for all eligible categories.

8. Tax/ duties

Statutory variation in taxes, duties and levies during the tenure of the empanelment shall be reimbursed.

IREDA shall be entitled to deduct taxes at source from all the payments, to be made to the agency, in accordance to with the Indian Income Tax Laws and Rules applicable from time to time and deposit it with concerned Govt. Authorities within the prescribed time. The necessary certificate about deduction of tax in accordance with law shall be furnished to the agency.

9. Alliance Bid:

- a) Alliance of one Lead Partner and one or more specific Technology Support Partners is allowed.
- b) The Alliance arrangement has to be formalized pre-bid. Post-award sub- contracting of the assigned work shall not be allowed in any case and will be liable for cancellation of empanelment.
- c) One Lead Partner shall have only one Technology Support Partner for one technology.
- d) One Technology Support Partner will not bid in alliance with more than one Lead Partner.
- e) The Pre-bid alliance once submitted shall be permanent until the tenure of empanelment. In the event of withdrawal of a Technology Support Partner for any reasons, the empanelment in particular category shall be withdrawn.

10. Compensation for delay

In the event of the Agency failing to adhere to the deliverables & timelines, IREDA may without prejudice to any other right or remedy available, may recover liquidated damages for deviation from conditions post empanelment as follows:

- a) After the award of work to an empanelled LIE, an amount of 1 % of the total fee may be deducted for 14 working days of delayed submission of report at each instance and that the overall compensation for delay against delayed completion of work shall be limited to 10 % of total rate of award.
- b) Can repudiate the work awarded or even the empanelment at the risk and cost of the empanelled organisation.

Liquidated damages, for delay in services can be recovered from the bill of services submitted by the empanelled agency. The levy of liquidated damages will be at the discretion of IREDA.

11. Settlement of Disputes and Arbitration

As per section 1.8 of Annexure – 7 of this document

12. Laws & Jurisdiction of Empanelment

The laws applicable to the empanelment shall be the laws in force in India. The courts of New Delhi shall have exclusive jurisdiction in all matters arising under the empanelment.

13. Damages for Non-Compliance, Remedies for Non-Performance and Fraudulent Practices

For reasons, which may include unsatisfactory performance of the Services, false reporting during the empanelment period, or the LIE resorting to unacceptable or unlawful and fraudulent practices either during bidding or during execution of the works assigned under empanelment, or for any other reason whatsoever, IREDA at its discretion may de-empanel/blacklist the agency from participating in any future bidding process for a specified period of time. A fifteen days' written notice shall be served to the bidder / agency for termination. The balance works shall be executed at the risk and cost of the agency

14. Force Majeure

As per section 7.5 of this document

15. Other terms and conditions

- a) Firms not having minimum relevant experience in the respective field / no. of personnel need not to apply.
- b) Firms not having Goods & Service Tax Registration will be rejected.
- c) IREDA reserves the right to accept or reject any other request for empanelment also without assigning any reason. Firms empanelled will be informed suitably.
- d) The bid submitted without the acceptance of IREDA's terms & conditions shall be summarily rejected.
- e) No further discussions/interface will be granted to bidders whose bids have been disqualified.
- f) IREDA reserves the right to accept or reject any or all bids in part or in total without assigning, any reason and IREDA's decision shall be final and binding on all the parties.
- g) Bids not submitted in the prescribed bid form shall be summarily rejected.
- h) If last date of submission and opening of bid is a holiday, the bids shall be opened on next working day.
- i) Canvassing in connection with the bids is prohibited and the bid submitted by the applicant who resorts to canvassing shall be liable for rejection.
- j) If the performance of the assignment is not found satisfactory, IREDA shall have the right to terminate the work assigned without any further notice/correspondence. No fees will be paid including the amount withheld (if any), once the notice issued to the party. In case of unsatisfactory service or discontinuation of service by empanelled agency, IREDA will engage alternate empanelled agency at the sole risk and cost of the existing agency.
- k) The performance of the empanelled agencies may be reviewed by IREDA as per requirement and continuation/extension of their empanelment, if any may be subject to no adverse finding towards their earlier performance. The empanelment of agencies shall normally be limited to a period of 3 years from initial empanelment of agencies or as decided by IREDA. After the completion of the empanelment period, IREDA, at its discretion, may extend the period of empanelment at mutually agreed terms.

(Signature of duly authorized person on behalf of the bidder)

(Name & Affix official seal of Signatory)

Letter of Confirmations / Undertakings*(Signed and scanned copy of document to be furnished by the bidder)*

To,

(Vikram Singh Yadav)**Additional General Manager (Finance & Accounts)****Indian Renewable Energy Development Agency Limited****IREDA Business Centre, NBCC Office Complex, Office Block No. II,****Plate B, 7th Floor, East Kidwai Nagar, New Delhi-110023****Mobile No. 9871692936, e-mail: vsyadav@ireda.in****Sub: Application for Empanelment of Lenders' Independent Engineer (LIE) - Ref No. RfP-IREDA/ REN/ Emp/LIE/2025-**

1. We / undersigned offer to apply for empanelment with IREDA Ltd., as a Lender's Independent Engineer (LIE) for renewable energy projects as per details enclosed.
2. We agree to abide by this bid offer for a period up to six months from the date of opening of Bid and the conditions of this offer shall remain effective & binding upon us for acceptance at any time before the expiry of the said period.
3. We understand that IREDA reserves the right to accept /reject any bid, without assigning any explanation or reason and decision of IREDA management shall be final and binding on all the bidders.
4. **We understand that the empanelment of qualified bidders is inter alia subject to the acceptance of all the terms and conditions in toto.**
5. We the bidder, hereby declare and affirm that our company /firm / entity is not banned or blacklisted by Govt. Institutions in India as on the date of submission of this bid.
6. We the bidder, hereby declare and affirm that our company /firm / entity is not declared a wilful defaulter banks/ financial Institutions in India as on the date of submission of this bid.
7. We have examined the above-referred RFP document along with all the annexures attached with the RFP.
8. We acknowledge having received the addenda / corrigenda to the RFP document, if any.
9. If we are empanelled by IREDA, we undertake to start the assignment under the scope immediately after receipt of any work mandate under this empanelment. We have taken note of liquidated damages clause in the RFP, as well as the clause no. 1.3 of Annexure 7, on compensation for delay in Broad terms and conditions of IREDA and agree to abide by the same. We also note that IREDA reserves the right to cancel our empanelment; and de-empanelment clause, as per terms and condition, would be applicable. We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of IREDA will be final and binding on us.
10. We agree that, if IREDA decides that a formal contract is required to be prepared and executed; this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, IREDA will have the right to disqualify /blacklist us and charge monetary damages.
11. We undertake to comply with the terms and conditions of the bid document. We understand that IREDA may reject any or all of the offers without assigning any reason whatsoever

12. **Declaration for Acceptance of Scope of Work-** We have carefully gone through the Scope of Work contained in the above-referred RFP document at **Annexure – 3.** We declare that all the provisions of this RFP are acceptable to my company (and alliance partner, if applicable). We further certify that we are signing this letter through an authorized signatory of our company and he is, therefore, competent to make this declaration.
13. **Declaration for Acceptance of Broad Terms and Conditions of IREDA -** We have carefully gone through the Terms & Conditions contained in the above- referred RFP document as well those annexed herewith. We declare that all the provisions of these RFP are acceptable to my company (and alliance partner, if applicable). We further certify that we are signing this letter through an authorized signatory of our company and he is, therefore, competent to make this declaration.
14. We submit our Bid Document herewith. We understand that
- a) You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
 - b) If our Bid for the above empanelment is accepted, unless and until IREDA desires for a formal contract to be prepared and executed, this bid together with your written acceptance thereof shall constitute a binding agreement between us.
 - c) If our bid is accepted, we are to be jointly and severally responsible for the due performance of the works assigned under the empanelment.

(Signature of duly authorized person on behalf of the bidder)

(Name & Affix official seal of Signatory)

TERMS AND CONDITIONS**1.1. Definitions (Relevant as per Bid Document)****a) Notification of Empanelment**

After selection of the Successful Bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, IREDA will send Notification of Empanelment to the selected Bidder.

b) Taxes and Duties

All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rates while making any payment.

The benefits realized by the Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the selected Bidder to IREDA.

c) Payment Terms

The payment will be made as per the payment schedule mentioned **Annexure -4** and in line with broad terms and conditions of IREDA given at **Annexure -5** and it will be generally on quarterly basis, subject to satisfactory completion of work/submission & acceptance of final report/review by IREDA.

d) Quarterly Fees

Quarterly Fees, for the services of LIE, shall remain fixed during the empanelment period. There shall be no increase in fee for any reason whatsoever. Therefore, no request for any escalation of the cost / price shall be entertained. IREDA may increase the duration of empanelment, if required, at mutual consent.

e) Confidentiality

The empanelled LIE and alliance partner, if any, shall treat the details of the documents shared with them during course of empanelment as secret and confidential. IREDA may ask the Successful LIE, if required, to submit a separate Non-Disclosure Declaration (NDD).

f) Intellectual Property Rights

All rights, title and interest of IREDA in and to the trade names, trademark, service marks, logos, products, copyrights and other intellectual property rights shall remain the exclusive property of IREDA and lie shall not be entitled to use the same without the express prior written consent of IREDA. Nothing in empanelment/works executed under it including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to completion of empanelment shall neither vest nor shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in terms of empanelment, this clause shall survive indefinitely, even after conclusion/termination of this empanelment.

g) No Damage of IREDA Property

Bidder shall ensure that there is no loss or damage to the property of IREDA while executing the services. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by IREDA shall be recovered from the Bidder.

h) Indemnity

The Bidder shall indemnify, protect and save IREDA and hold IREDA harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- An act of omission or commission of the Bidder, its employees, its agents, or employees of its alliance partners in the performance of the services provided under this empanelment,
- Breach of any of the terms of this Empanelment or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,
- Bonafide use of the deliverables and or services provided by the Bidder,
- Misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project,
- Claims made by the employees, alliance partner, alliance partner's employees, who are deployed by the Bidder, under this empanelment,
- Breach of confidentiality obligations of the Bidder,
- Gross negligence or gross misconduct solely attributable to the Bidder or by any agency, or any of their employees by the bidder for the purpose of any or all of the obligations under this Empanelment.

The Bidder shall further indemnify IREDA against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on IREDA for malfunctioning of the equipment or software or deliverables at all points of time, provided however, IREDA notifies the Bidder in writing immediately on being aware of such claim, and the Bidder has sole control of defence and all related settlement negotiations.

Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

The Bidder shall indemnify IREDA (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- i. Non-compliance of the Bidder with Laws / Governmental Requirements.
- ii. Intellectual Property infringement or misappropriation.
- iii. Negligence and misconduct of the Bidder, its employees, alliance partner and agents.
- iv. Breach of any terms of empanelment, Representation or Warranty.
- v. Act of omission or commission in performance of service.
- vi. Loss of data.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by IREDA arising out of claims made by its customers and/or regulatory authorities.

Bidder shall indemnify, protect and save IREDA against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc., or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network equipment or other systems supplied by them to IREDA from whatsoever source, provided IREDA notifies the Bidder in writing as soon as practicable when IREDA becomes aware of the claim however,

- i. The Bidder has sole control of the defense and all related settlement negotiations
- ii. IREDA provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and
- iii. IREDA does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where IREDA is required by any authority/regulator to make a comment / statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However, indemnity would cover damages, loss or liabilities suffered by IREDA arising out of claims made by its customers and/or regulatory authorities.

1.2. Bidder's Liability

- a) The selected Bidder will be liable for all the deliverables.
- b) The Bidder's aggregate liability in connection with obligations undertaken as part of the Project regardless of the form or nature of the action, giving rise to such liability, shall be at actual.
- c) Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by IREDA arising out of claims made by its customers and/or regulatory authorities.

1.3. Liquidated Damages

- a) Due to negligent act of the Bidder, if IREDA suffers losses, and incurs damages, the quantification of which may be difficult, the total amount of liquidated damages under this engagement shall be payable to IREDA and the Bidder shall agree to pay such liquidated damages as defined. The Bidder is expected to deliver the services as per the requirement of IREDA. If there is repeated deficiency in terms of service by the service provider, IREDA shall record the same and shall exercise its right to terminate the contract and award the work to other empanelled agency. In case of non-delivery in time by the Bidder, IREDA reserves the right to get the work done own its own or through any other third party and the cost towards paid services & other charges will be deducted from the billing of selected agency as a penalty charges.

1.4. Fraudulent and Corrupt Practice

- b) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among Bidders (prior to or after bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the IREDA of the benefits of free and open competition.
- c) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressuring to influence the action of a public official in the process of project execution.
- d) IREDA will reject a notification of empanelment if it determines that the bidder recommended for empanelment has engaged in corrupt or fraudulent practices in competing for or in executing the project.

1.5. Force Majeure

- a) Notwithstanding the provisions of the RFP, the empanelled bidder or IREDA shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the empanelment/works awarded under it, is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving IREDA or bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars,

revolutions, epidemics, natural disasters etc.

- b) If force majeure situation arises, the bidder shall promptly notify IREDA in writing of such condition and cause thereof. Unless otherwise directed by IREDA in writing, the Bidder shall continue to perform its obligations as per the work awarded, as far as possible.

1.6. De-Empanelment due to discrepancies

IREDA reserves its right to de-empanel the selected bidder in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to IREDA alone;

- a) Serious discrepancy observed during performance as per the scope of empanelment.
- b) If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder/Bidder turns out to be incorrect and/or conceals or suppresses material information.
- c) In case of negative feedback from IREDA / borrower during execution of work.

The Bidder would be required to compensate IREDA for any direct loss incurred by IREDA due to the de-empanelment and any additional expenditure to be incurred by IREDA to appoint any other Bidder.

1.7. De-Empanelment due to other reasons

- a. For Convenience: IREDA by written notice sent to Bidder for de-empanel him at any time for its convenience, giving one month's prior notice. The notice of de-empanelment shall specify that the termination is for convenience the extent to which Bidder's performance under the empanelment is terminated and the date upon which such termination become effective.
- b. For Insolvency: IREDA, at any time, may de-empanel the bidder by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, de-empanelment will be without compensation to Bidder, if such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to IREDA.
- c. For Non-Performance: IREDA reserves its right to de-empanel the bidder in the event of Bidder's failures in execution of work awarded.

1.8. Integrity Pact:

Integrity Pact The Integrity Pact essentially envisages that the prospective bidders/successful bidders and the IREDA , committing that persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract and shall act as per the ethical conduct & behavior. All the prospective bidders/successful bidders will be deemed to commit themselves to such a Integrity Pact with the IREDA, would be considered competent/eligible to participate in the bidding process. This condition should not be breached by both the parties in any stage of bidding/contract.

1.9. Resolution of Disputes

IREDA and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the empanelment or work thus awarded. If after thirty days from the commencement of such informal negotiations, IREDA and the Bidder are unable to resolve their dispute amicably; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the empanelment, shall be referred to two Arbitrators: one Arbitrator to be nominated IREDA and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. THE ARBITRATION AND RECONCILIATION ACT 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be at New Delhi.

The Venue of arbitration shall be New Delhi. During Arbitration proceedings, neither of the parties will be entitled to interest pendente lite.

1.10. Governing Law

This empanelment, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.11. Applicable Law

The obligations between IREDA and successful Bidder shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Corporate Office of IREDA falls.

1.12. Addresses for Notices:

Following shall be address of IREDA and Bidder's address for notice purpose:

1. Mr. Vikram Singh Yadav
Additional General Manager (Finance & Accounts)
Indian Renewable Energy Development Agency Limited
3rd Floor, August Kranti Bhawan, Bhikaji Cama Place, New Delhi – 11 00 66
Mobile No. 9871692936 e-mail: vsyadav@ireda.in

or

2. Ms. Kaveri Mallik
Manager (Project- R&M)
Indian Renewable Energy Development Agency Limited
3rd Floor, August Kranti Bhawan, Bhikaji Cama Place, New Delhi – 11 00 66
Mobile No. 9773700934 e-mail: kaverimallik@ireda.in

Bidder's address for notice purpose: (To be filled by the Bidder)

Annexure 9

Qualifying Criteria for Bidding (Technical Bidding) Entity

(Signed and scanned copy of document to be furnished by the bidder)

Name of the (lead) Bidder:

1.	Financially solvent with positive net profit during FY (Rs. In lakhs)	Net Profit for Fiscal								
2.	Operational after being Legally incorporated in India for minimum of 7 years as on 31/03/2025) (Attach Certificate of incorporation and first audited balance sheet)	Details of Incorporation								
3.	GST registration No. (copy attached)									
4.	Annual financial turnover not less than limits as applicable (Copy of audited annual accounts attached. Provisional Auditor certified accounts for FY, allowed) (Rs. In Lakhs)	Turnover Y-1	Turnover Y-2	Turnover Y-3						
5.	Minimum Annual net worth for FY not less than limits as applicable (Rs. In lakhs)								
No. of Full Time Employees from technical field, as applicable, with suitable experience, on the rolls of the bidder. (Copy of recent Group PF / PPF /ESI statement being filed by the bidder with the government)		Please fill the table below for the required details along with Copy of recent Group PF / PPF /ESI statement being filed by the bidder with the government, as per attached document (Not more than:								
					Sr. No	Name of Employee on rolls	Qualification	Total Experience (in years)	No. of projects handled	PF / PPF /ESI no.
					i					

(Signature of duly authorized person on behalf of the bidder)

(Name & Affix official seal of Signatory)

Technology Specific Qualifying Criteria[#]*(Signed and scanned copy of document to be furnished by the bidder)*

1. Name of the Lead Bidder (if applied without Alliance) / Pre-bid alliance partner (if bidding in alliance):

Experience as mentioned above

Sr. No.	Project Name/ Location	Client Name	Project installed capacity (MW)	Start Date	End Date
1					
2					

(Please attach the award letters of requisite capacity as per the eligibility criteria and in the name of the bidding entity / alliance partner and copy of work completion certificate from the client in the period of past 3 financial years.)

2. Senior Technology Expert* employed on full time:

Technology Experts employed full time	Name of Expert	Post Qualification Experience (No. of Yrs.)	No. of Projects Handled	Remarks / Role
Senior Expert with min qualification of - BE. /B. Tech				

**Attach CV of each of the above personnel*

3. Junior Technology Expert* employed on full time basis:

	Name of Expert	Post Qualification Experience (No. of Yrs.)	No. of Projects Handled	Remarks / Role
Senior Expert with min qualification of - BE. /B. Tech				

**Attach CV of each of the above personnel*

(Signature of duly authorized person on behalf of the bidder)

(Affix official seal of Signatory)

Format for Resume
For Technology Experts (both for Senior & Junior)
(To be submitted for each experts)

(Signed and scanned copy of document to be furnished by the bidder)

➤ **General**

Name			
Present Designation			
Technology /Expertise Area (Please tick as applicable)	Technology	Senior Expert	Junior Expert
	1. Green hydrogen and derivatives production projects		
	2. Electrolyser manufacturing projects		
Qualification(Min of B. Tech) / Year of Passing			
Total Power/RE experience (years)			
Key Assignments completed			
Employed with Bidder since (date)			
Email ID, Contact Nos.			

➤ **Technology specific Experience (For example if applying for wind, then experience specific to wind projects only)**

Brief outline of major projects / assignments handled in the last ...years, as applicable

Sl. No.	Name of Project / Assignment	Client	Date of Commencement	Date of Completion	Position held	Scope in brief / project details
Technology Expert of:						
In Existing Firm from _____ till date _____						
1						
2						
For previous firms from _____ to _____						
1						
2						

Note: if the same technology expert is being used for more than one technology, the table above shall be filled for each technology respectively, while the other details may remain common.

Signature of Expert _____

Certification: I, the undersigned, certify that the above is correct to the best of my knowledge and belief.

(Signature of duly authorized person on behalf of the bidder)
(Affix official seal of Signatory)

Annexure 10

Declaration for no Conflict of Interest (to be submitted in case of appointment as LIE)

It is certified that as on date no conflict of interest exists, with any other organization, department or party(ies) with respect to the nature of work we (LIE) are applying for and that during the assignment we will not undertake any assignment/work/job which may affect the interest of the client.

For and on behalf of(Name of the firm)

(Name of the Partner)

Membership No. and Stamp (Authorised Signatory)